Exhibit G

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

MARK T. EDDINGSTON, JEFFERY M. DAVIS, ELRIDGE NICHOLAS BOLLICH RAY A. COX and GEORGE GALANIS,	§ § § § §	
Plaintiffs,	§	Civil Action No. 2:12-CV-00422
v.	§ § §	
UBS FINANCIAL SERVICES, INC.,	§ §	
Defendant.	§	**JURY TRIAL DEMANDED**

PLAINTIFFS' SECOND REQUEST FOR PRODUCTION
OF DOCUMENTS TO DEFENDANT UBS FINANCIAL SERVICES, INC.

Pursuant to Federal Rule of Civil Procedure 34, Plaintiffs hereby request that Defendant UBS Financial Services produce all documents as set forth below.

A. DEFINITIONS

1. "Defendant" or "UBS" means UBS Financial Services, Inc. and its subsidiaries, affiliates, officers, directors, employees, consultants, representatives, agents, and attorneys.

2. "ERISA" means the Employment Retirement Income Security Act of 1974 (Pub. L. No. 93-406, codified in part at 29 USC § 1002 et seq.).

3. "Person" means and includes any individual, governmental entity or agency, firm, joint venture, sole proprietorship, partnership, corporation, and all other forms of legal entity.

4. "Communication" means any written or oral communication, including but not limited to any correspondence, memorandum, report, record of a telephone call, e-mail, and record or minutes of any meeting.

5. "And" means "and/or." "Or" means "and/or." The plural of any word includes

the singular and the singular includes the plural. The masculine gender of any word includes the feminine and the neuter. The past tense of a verb includes the present tense and the present tense includes the past tense.

6. “Document” means all forms of data discoverable as “documents” under Rule 34 of the Federal Rules of Civil Procedure. It includes any reduction to tangible form, whether written, recorded, taped, filmed, videotaped or in computer, digital or magnetic memory or storage, of communication, information, or data, including any graphic matter of any kind or nature, however produced or reproduced, and also includes originals, drafts, and non-identical copies, wherever located. The term “document” also includes, but is not limited to, books, contracts, agreements, correspondence, electronic mail (email), computer tapes, discs, magnetic memory, printouts, keypunch cards, memoranda, diaries, notes, reports, bulletins, printed forms, telegraphic communications, pleadings and other legal papers, telexes, telegrams, telecopies, facsimile reproductions or “faxes,” factual compilations, data compilations, statistical compilations, plans, diagrams, journals, change orders, studies, surveys, sketches, art work, graphics, checks, ledgers, catalogues, brochures, pamphlets, press releases, advertisements, invoices, minutes, photographs, microfilms, microfiche, films, personnel files, quotes, stenographic notes, computer disks, telephone records, schedules, bids, and transcriptions. This definition shall apply to all documents in the possession, custody, or control of each Defendant herein, or of its attorneys, agents, employees, officers, directors, consultants, or representatives, irrespective of who generated, prepared, or signed the documents.

7. “Relating to” means constituting, evidencing, based on, concerning, including or otherwise pertaining to the specified matters in question.

8. “Meeting” means any coincidence or presence of two or more persons, whether or

not such coincidence or presence was by chance or prearranged, formal or informal or in connection with some activity other than the matter in question.

9. "PartnerPlus Plan" or "Plan," when not used in reference to distinct version, means:

(a) The PaineWebber PartnerPlus Plan, as of January 1, 1995

(b) The PaineWebber PartnerPlus Plan, as of January 1, 1998

(c) The UBS PartnerPlus Plan for Financial Advisors, as of January 1, 2004

(d) The UBS PartnerPlus Plan for Financial Advisors, as of January 1, 2006

(e) The UBS PartnerPlus Plan for Financial Advisors, as of January 1, 2008

(f) The UBS PartnerPlus Plan for Financial Advisors, as of January 1, 2009

(g) The UBS PartnerPlus Plan for Financial Advisors, as of January 1, 2011

10. "Participant" means any current or former member of the PartnerPlus Plan as defined in paragraph 9, above.

B. INSTRUCTIONS

1. All documents described below that are in Defendant's possession, custody, or control shall be produced. Any described document which is not in Defendant's immediate physical possession, but in regard to which the Defendant has a right to compel production from a third person or which is otherwise subject to the Defendant's control, shall be obtained and produced.

2. The production of documents from files and other separate sources shall be performed in such a manner as to insure that the file or source from which a document is obtained may be identified.

3. Documents attached to other documents or materials shall not be separated unless

sufficient records are kept to permit reconstruction of the grouping.

4. If Defendant withholds any document from production on the basis of privilege or some other limitation of discovery, Defendant shall nevertheless produce each such document at the deposition and be prepared to identity such document by date, author, addressee and general subject matter and to identity all persons who received any copy thereof or otherwise obtained access thereto.

5. If any document described below was, but is no longer, in the possession of Defendant, or in existence, Defendant shall state whether it is (a) missing or lost, (b) destroyed, (c) transmitted or transferred, voluntarily or involuntarily, to others, identifying such others, or (d) otherwise disposed of, and, in each instance, explain the circumstances surrounding, and authorization for, such disposition and state the date or approximate date thereof. If any of the above information is not available, Defendant shall state any other available means of identifying such document.

C. REQUESTS

1. All documents relating to the identity of each participant in the PartnerPlus Plan.

2. All documents relating to the dates on which each participant became a participant and relating to the age of each participant at such time.

3. All documents relating to the amount and dates of all contributions made to the PartnerPlus Plan by or on behalf of any participant.

4. All documents relating to the amounts and dates of all contributions made by or on behalf of UBS to any participants' account.

5. All documents relating to the amount of interest earned, accrued, or credited to each participant's account, and the dates upon which such occurred, whether such interest was

vested or unvested.

6. All documents relating to any payments, distributions, or other transfer of funds from UBS to any participant relating to the Plan, whether such transfer was requested by the participant, made pursuant to the Plan, or transferred for some other reason, and the dates of any such payments, distributions, or transfers.

7. All documents relating to any forfeitures of firm contributions, market interest, turbo interest or any other benefit, whether vested or unvested, to which each participant was entitled to or might have become entitled to, and the dates and amounts of such forfeitures.

8. All documents relating to any elections to receive installment payments made by participants.

9. All documents relating to any re-deferral elections made by participants.

10. All documents relating to any information concerning the ability of participants to roll in-service distributions or other benefits received from the Plan into tax-deferred or tax-preferred accounts, and the means and methods by which UBS facilitated such activities.

11. All documents relating to the creation, drafting, review, content, and approval of the original PaineWebber PartnerPlus Plan dated January 1, 1995, including, but not limited to, the circumstances resulting in the original implementation of the Plan, the process for the drafting, review, and approval of the Plan, the reasons behind UBS's ultimate decision to implement the Plan, and the identity and role of all persons involved in the origination, creation, drafting, review, and approval of the terms and provisions of the Plan.

12. All documents relating to the creation, adoption, structure, and nature of each of the terms and provisions of the PaineWebber PartnerPlus Plan dated January 1, 1995, including, but not limited to, UBS's description of the Plan as governed by ERISA, and UBS's inclusion of

the provision entitled "Retirement" at section 7.2.

13. All documents relating to the creation, drafting, review, content, and approval of the amended and restated PaineWebber PartnerPlus Plan dated January 1, 1998, included but not limited to, the circumstances resulting in the removal of the Plan's description of itself as governed by ERISA, and the removal of references to the term "retirement," the reasons behind those changes to the Plan, and the identity and role of all persons involved in the creation, drafting, review, and approval of the aforementioned changes.

14. All documents relating to the creation, drafting, review, content, and approval of the PartnerPlus Plan as amended and restated in the following years: 2004; 2006; 2008; 2009; and 2011.

15. All documents relating to the interpretation and meaning of the PartnerPlus Plan during all years in which it has operated.

16. All documents relating to any complaints about the PartnerPlus Plan.

17. All documents relating to any communications with or among UBS and its subsidiaries, affiliates, officers, directors, employees, consultants, representatives, agents, and attorneys concerning the PartnerPlus Plan, including, but not limited to, any presentations or other information prepared by or for UBS regarding the Plan.

18. All documents relating to the financial impact of the PartnerPlus Plan, including, but not limited to, the costs and savings of the Plan for UBS, and the Plan's effect on UBS's decisions about employee compensation and the availability or unavailability of other employee benefits programs.

19. All documents relating to UBS's awareness of and/or communications about the potential illegality, unlawfulness, impropriety, or fairness of the Plan, from the developmental

stages of the Plan through present, and the charges, claims, or liability that could arise from the implementation of the Plan, including, but not limited to,

(a) any analyses, evaluations, recommendations, or conclusions made by or provided to UBS.

(b) the identity and role of all persons involved in any of the above communications, analyses, evaluations, recommendations, or conclusions.

20. All documents relating to any communications between UBS and any governmental agency concerning the PartnerPlus Plan, including, but not limited to, the identity of any persons involved in such communications and the contents thereof.

21. All documents relating to the creation, drafting, review, content, and approval or disapproval of any advertising, marketing, or promotional materials concerning the PartnerPlus Plan, whether or not such materials were actually distributed, the identity of all persons involved in preparing such materials, and the materials themselves.

22. All documents relating to any internal practices or policies of UBS or administrators of the PartnerPlus Plan concerning the Plan's administration.

23. All documents relating to the creation, drafting, review, content, and approval of the FA Compensation Plan, including, but not limited to, the circumstances resulting in the adoption and distribution of the FA Compensation Plan, the process for the drafting, review, and approval of the FA Compensation Plan, the reasons behind UBS's ultimate decision to distribute, utilize, or rely on the FA Compensation Plan, and the identity and role of all persons involved in the origination, creation, drafting, review, and approval of the terms and provisions of the FA Compensation Plan for all years in which it has existed or in which UBS has distributed it.

24. All documents relating to the creation, adoption, structure, and nature of each of

the terms and provisions of the FA Compensation Plan, including, but not limited to, the provision under the heading "Arbitration," and the interpretation and meaning of the FA Compensation Plan during all years in which it has been used by UBS.

25. All documents relating to the creation, adoption, structure, and nature of each of the terms and provisions of any waivers signed by any participant, and the interpretation and meaning thereof.

Dated: April 18, 2013

Peter K. Stris (*pro hac vice*)
peter.stris@strismaher.com
Stris & Maher LLP
19210 S. Vermont Ave.
Building E
Gardena, CA 90248
(424) 212-7090
(424) 212-7001 (telecopy)

Brendan S. Maher
State Bar No. 24053336
brendan.maher@strismaher.com
Stris & Maher LLP
4144 N. Central Expy., Suite 1230
Dallas, TX 75204
(214) 736-4524
(214) 594-5897 (telecopy)

Brian E. Bro
State Bar No. 03030000
brian@bebroatty.com
Law Offices of Brian E. Bro
3200 SW Freeway, Suite 2200
Houston, Texas 77027

s/ Robert E. Goodman, Jr.
Robert E. Goodman, Jr., Lead Attorney
State Bar No. 08158100
reg@kilgorelaw.com
Theodore C. Anderson
State Bar No. 01215700
tca@kilgorelaw.com
Kilgore & Kilgore PLLC
3109 Carlisle Street
Dallas, Texas 75204
(214) 969-9099
(214) 953-0133 (telecopy)

Sam F. Baxter
State Bar No. 01938000
sbaxter@mckoolsmith.com
Theodore Stevenson, III
State Bar No. 19196650
tstevenson@mckoolsmith.com
Jennifer L. Truelove
State Bar No. 24012906
jtruelove@mckoolsmith.com
McKOOL SMITH, P.C.
104 East Houston Street, Suite 300
Marshall, Texas 75670
(903) 923-9000
(903) 923-9099 (telecopy)

Counsel for Plaintiffs